

then an injunction to prevent its execution may issue at the instance of any taxpayer.

Where a special power is conferred upon officers of a municipal corporation to make a contract, and the terms and conditions upon which the authority is to be exercised are prescribed, there must be at least a substantial compliance with such terms and conditions, or the contract will be invalid.

Baltimore v. Keyser, 72 Md. 109.

Same. When an Ultra Vires Contract of Municipal Corporation may become valid. When a contract by a municipal corporation is *ultra vires* it becomes valid when subsequently confirmed by the Legislature, if the contract is one which the Legislature might have originally authorized. An injunction will be granted to protect and secure rights acquired under a lawful municipal ordinance.

C. & P. Telephone Co. v. Baltimore, 89 Md. 689.

Same. Not an Impairment of a Contract. A municipal corporation cannot make a contract which deprives subsequent municipal authorities of their legislative power. The *ultra vires* contract of a municipal corporation is not within the provision of the Federal Constitution forbidding the impairment of contracts, because where no valid contract exists there can be no impairment of its obligation.

Westminster Water Co. v. Westminster, 98 Md. 551.

ESTOPPEL.

Application of the Doctrine to a Municipal Corporation. The doctrine of estoppel applied against the city in a case where the act done was strictly within the powers of the Mayor and City Council of Baltimore, but the corporation failed to comply with some formality or regulation which it should not have neglected.

Rose v. Mayor, 51 Md. 256.

FRANCHISES.

Franchises granted by the Legislature cannot be annulled by ordinance of the Mayor and City Council of Baltimore.

Lake Roland Elv. R. R. Co. v. Baltimore, 77 Md. 352.

IMPROVEMENTS.

Abandonment of same by City. A municipal corporation has the right to abandon any contemplated improvement and repeal at its pleasure any ordinance providing for the same, and after such abandonment property owners cannot compel the corporation to take and pay for property condemned for such purposes; nor does any action lie for an abandonment merely. But where the owner of property suffered loss or damage by the acts or delay of the corporation in any such case, he is entitled to redress for the same.

Mayor v. Musgrave, 48 Md. 272. Lake Roland Elv. R. R. Co. v. Baltimore, 77 Md. 352.

LEGISLATURE.

Power to make Valid Defective Municipal Proceedings. The Legislature in an act conferring powers upon a municipal corporation, may make valid previous defective proceedings.

M. & C. C. of Baltimore v. Reitz, 50 Md. 574.

Power to make Valid Ultra Vires Contract. The principle that the Legislature may render valid a contract made by a municipal corporation, though *ultra vires* at the time it was made if the contract is one which the Legislature might originally have authorized, applies with peculiar force to the case of a contract relating to work in which the public is interested and which is for the public benefit after it has been executed.

O'Brien v. Baltimore County, 51 Md. 15.

LICENSES.

Power to Impose License Fees. A municipal corporation is not authorized to impose license fees or taxes upon particular trades or industries, unless the power to do so has been conferred upon the municipality by the State.

Cambridge v. Water Co., 99 Md. 503.